IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

ABSORPTION
PHARMACEUTICALS, LLC,

      Plaintiff,

   v.

RECKITT BENCKISER, LLC and RB
HEALTH (US) LLC,

      Defendants.

Civil Action No. 2:17-cv-12872
(MCA)

VERDICT SHEET

Question 1: Misappropriation of Trade Secrets

(a) Did Absorption prove by a preponderance of the evidence that Absorption owned one or more of trade secrets, i.e., information that derived independent economic value as a result of being secret and that Absorption took reasonable measures to keep secret.

Yes_____   No__X____

If the answer to Question 1(a) is No, skip to Question 2
If the answer to Question 1(a) is Yes, answer Questions 1(b), 1(c), 1(d), 1(e), and 1(f)

(b) (i)   Did Absorption prove by a preponderance of the evidence that Reckitt knowingly misappropriated Absorption's trade secret(s) by improper "acquisition."

Yes_____   No_____

(ii)   If you found that Reckitt improperly acquired Absorption's trade secret(s), did Reckitt improperly acquire Absorption's trade secret(s) on or after May 11, 2016?

Yes_____   No_____

(c) (i)   Did Absorption prove by a preponderance of the evidence that Reckitt knowingly misappropriated Absorption's trade secret(s) by improper "use" under federal law?

Yes_____   No_____

(ii)   If you found Reckitt improperly used Absorption's trade secret(s), did Reckitt improperly use or continue to use Absorption's trade secret(s) on or after May 11, 2016?

Yes_____   No_____

(d) Did Absorption prove by a preponderance of the evidence that Reckitt knowingly misappropriated Absorption's trade secret(s) by improper "use" under state law?

Yes_____   No_____

(e) (i)   Did Absorption prove by a preponderance of the evidence that Reckitt knowingly misappropriated Absorption's trade secret(s) by improper "disclosure" under federal law?

Yes_____   No_____

(ii)   If you found Reckitt improperly disclosed Absorption's trade secret(s), did Reckitt improperly disclose Absorption's trade secret(s) on or after May 11, 2016?

Yes_____   No_____

(f)   Did Absorption prove by a preponderance of the evidence that Reckitt knowingly misappropriated Absorption's trade secret(s) by improper "disclosure" under state law?

Yes_____   No_____

If the answer to Questions 1(b), 1(c), OR 1(e) was Yes, answer Question 1(g) Otherwise, proceed to Question 2

(g)   Did Absorption prove by a preponderance of the evidence that the trade secrets Reckitt misappropriated relate to a product intended for use in interstate or foreign commerce.

Yes_____   No_____

Proceed to Question 2.

Question 2: Fraud

Did Absorption prove by clear and convincing evidence that:

(a) Reckitt knowingly made a material representation of presently existing or past fact to Absorption or omitted material facts that were necessary to make a prior representation true;

Yes _____ No __X__

If the answer to Question 2(a) is No, skip to the bottom of Question 2
If the answer to Question 2(a) is Yes, answer Question 2(b)

(b) Absorption reasonably relied on the misrepresentation or omission;

Yes _____ No _____

If the answer to Question 2(b) is No, skip to the bottom of Question 2
If the answer to Question 2(b) is Yes, answer Question 2(c)

(c) Absorption was damaged as a result of its reasonable reliance on the misrepresentation or omission?

Yes _____ No _____

If you found that Reckitt misappropriated Absorption's trade secrets or committed fraud, proceed to Question 3. Otherwise STOP and proceed no further.

Question 3: Damages

(a) If you found that Reckitt misappropriated Absorption's trade secrets, please state the amount that would compensate Absorption for the misappropriation.

$ _____

(b) If you awarded damages for misappropriation of trade secrets, please indicate whether your award represents actual losses or a reasonable royalty.

Actual Losses _____   Reasonable Royalty _____

(c) If you found that Reckitt committed fraud against Absorption, please state the amount that would compensate Absorption for the fraud.

$ _____

Signed   **Date:** 6/8/22